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AGREEMENT BETWEEN

THE CITY OF ATLANTIC CITY  
ATLANTIC COUNTY, NEW JERSEY

AND

THE ATLANTIC CITY POLICE  
SUPERIOR OFFICERS' ASSOCIATION

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January 1, 2013 through December 31, 2015

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## **ARTICLE I**

### **PURPOSE**

This Agreement is entered into pursuant to the provisions of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 *et seq.* of the State of New Jersey, to promote and ensure harmonious relations, cooperation, and understanding between the City and the Employees; to prescribe the rights and duties of the City and employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interest of the people of the City of Atlantic City and its employees and the City.

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## ARTICLE II

### INTERPRETATION

A. It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Department, Chapter 303 of the Laws of 1968, the Statutes of the State of New Jersey, the Ordinances of the City of Atlantic City and the Rules and Regulations of the Police Department.

B. The City recognizes the Atlantic City Police Superior Officers' Association, as the exclusive negotiating agent and representative for all Captains.

C. The City agrees that the Association has the right to negotiate as to rates of pay, hours of work, fringe benefits, working conditions, safety of equipment, procedures for adjustment of disputes and grievances, and all other related matters.

### ARTICLE III

#### MANAGEMENT RIGHTS

A. It is the right of the City through and by the Director of the Department of Police and any of its designated representatives to determine the standards of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other legitimate reason; maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of the decisions on the above matters is subject to the grievance procedure. Nothing in this Article shall alter or relieve the City of any of its obligations undertaken by this Agreement.

## ARTICLE IV

### DUTIES OF OFFICERS

A. The parties agree that the Captains shall exercise their duties faithfully irrespective of the fact that they are covered by this Agreement.

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## ARTICLE V

### GRIEVANCE PROCEDURES

#### A. Definition

A grievance is any dispute between the parties concerning the application or interpretation of this Agreement or any complaint by an employee as to any action or non-action taken towards him which violates any right arising out of his employment. The City shall not discipline any employee without just cause. In all investigations or conferences relating to discipline or the application of discipline, the employee shall have the right to Association representation.

#### STEP 1

a. All grievances shall be in writing as shall responses to them by the City. A grievance must be filed within thirty (30) days of its occurrence, or from when the employee should have known of its occurrence, or it shall be deemed abandoned.

b. The Association Grievance Committee shall receive, screen and process all grievances within ten (10) days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Association.

STEP 2

The Grievance Committee shall, within five (5) days after screening, submit the grievance to the Chief of the Police Department for resolution.

STEP 3

In the event the parties are unable to resolve the grievance in the second step, either party may, within ten (10) days, refer the grievance to an individual selected by the Appointing Authority (the City or designee), which individual shall be at the Director of Public Safety's level or above. The S.O.A. reserves the right to object to the specific individual selected by the Appointing Authority if the S.O.A. believes that the individual has a real or apparent conflict of interest in the particular case.

STEP 4 - Arbitration

a. In the absence of mutual agreement, the following procedure will be used. In the event the grievance is not resolved within ten (10) days at the third step, either party may refer the matter to impartial binding arbitration.

b. Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the S.O.A. If the City and the S.O.A. cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of this Agreement and such rules and regulations as may be in effect by the Civil Service Department by the State of New Jersey which might be pertinent and render his/her award in writing which shall be shared by the City and the S.O.A. Any steward or officers of the S.O.A. required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.

B. Extension and Modifications

Time extensions may be mutually agreed to by the City and the employees.

**ARTICLE VI**

**CHECK-OFF**

A. The City shall deduct dues and initiation fees from the wages of all personnel covered by this Agreement who have filed with the City a proper dues deduction authorization card as required by the laws of the State of New Jersey. The Association shall advise the City of the fixed and standard dues and initiation fees of its members. The dues and initiation fees shall be deducted from the regular bi-weekly paycheck of the personnel covered by this Agreement and the City shall promptly forward the payment to the Association.

## ARTICLE VII

### EMPLOYEE REPRESENTATION

A. The S.O.A. must notify the City as to the names of accredited representatives. Representatives of the S.O.A. who are not employees of the City, will not be permitted to visit with employees during working hours at their work stations for the purpose of discussing S.O.A. representation matters without notifying the head of the department. The Chief may at his discretion give time off for union business to members of the Union Committee.

## **ARTICLE VIII**

### **NON-DISCRIMINATION**

A. The City and employees both recognize that there shall be no discrimination by reason of sex, creed, racial origin, or age as far as employment is concerned or as far as any opportunity for improvement of jobs or as conditions of employment. The City further agrees it will not interfere with nor discriminate against any employees because of membership in, or legitimate activity on behalf of the Association nor will the City encourage membership in any other association or union or do anything to interfere with the exclusive representation of the City in the appropriate bargaining unit.

## ARTICLE IX

### STRIKES

A. The S.O.A. assures and pledges to the City that its goals and purposes are such as to condone no strikes by police Captains, nor work stoppages, slowdowns, or any other such method which would interfere with the service to the public or violate the Constitution and Laws of the State of New Jersey; and the S.O.A. will not initiate such activities nor advocate or encourage members of the unit to initiate the same.

ARTICLE X

BULLETIN BOARDS

A. The City shall permit the use of bulletin boards, located in the Police Headquarters, by the Local, for the posting of notices concerning the S.O.A. business and activities.

B. All such notices shall be signed by the President or other authorized official of the Local.

## ARTICLE XI

### STATE LAW ENFORCEMENT MEETINGS

A. The President of the Association or his designee shall be granted leave from duty with full pay for all meetings of the State Law Enforcement Association, when such meetings take place at a time when such officers are scheduled to be on duty, providing the affected delegate gives reasonable notice to the Chief to secure another employee to work in his place. This shall, in total, not exceed one (1) day per month.

## ARTICLE XII

### CLOTHING MAINTENANCE ALLOWANCE

A. Uniform inspections shall be held twice yearly on January 15, for summer uniforms, and on June 15, for winter uniforms:

1. If no replacement has been supplied for the summer uniform by May 15, or no replacement of the winter uniform by October 15, then in that event the officer shall be permitted to purchase such item and be reimbursed by the City within thirty (30) days from the day that he submits his paid receipts.

B. The parties further agree that a uniform damaged in the line of duty requiring immediate replacement shall be replaced after inspection by a Superior Officer.

C. Equipment, to include rain gear, badges, ammunition, and accident paraphernalia, shall be included with the uniform inspection and replaced in the same manner.

D. The parties further agree that personal effects (including civilian clothes) damaged in the line of duty shall be replaced by the City within thirty (30) days from the date of submission of appropriate receipts.

## ARTICLE XIII

### SPECIAL LEAVES

A. Leave from duty with full appropriate pay shall be granted to members of the S.O.A.'s negotiation committee who attend meetings between the City and the S.O.A. for the purpose of negotiating the terms of the contract provided the employee is scheduled to be on duty at the time simultaneous to attendance.

#### B. Funeral Leave

A Captain shall be entitled to five (5) consecutive working days of paid leave in the event of the death of a member of the officer's "immediate family." The "immediate family" shall include: wife, husband, children, parents, grandparents, sisters, brothers, brothers and sisters-in-laws, mother and father-in-law, domestic or civil union partner, and individuals living in the officer's household even if not a relative. In the event of the death of all other relatives, the officer shall be entitled to one (1) working day of leave to attend the funeral service. Upon submission of proof, an additional two (2) working days of paid leave shall be granted for travel of more than two hundred and fifty (250) round trip miles as calculated based on vehicular travel using MapQuest for viewing and funeral.

## ARTICLE XIV

### ACTING OUT OF TITLE

A. In the event a Captain is assigned to act out of title; the Captain shall be selected from an existing list of eligible officers for the available position. It is the understanding of the parties that there is no entitlement for action out of title pay. This article shall not apply to the rank of Deputy Chief or Chief. If a Captain is appointed Acting Deputy Chief or Acting Chief by the Appointing Authority, that person shall receive pay consistent with the acting rank.

B. The parties agree, however, that if no existing list is current, then such Captain shall be selected from the rank next preceding the vacated position.

C. Once a Captain is assigned out of title, and performs in that capacity for eight (8) days, the Captain shall be compensated at the higher rate of pay.

D. Assignments of out of title work shall be rotated, distributing such assignments equitably among the qualified personnel on the following basis:

1. A roster of those eligible for higher rank assignments shall be maintained. A daily log will be maintained, and shall be the responsibility of the personnel officer; indicating assignments or offers of assignment to higher rank positions. Each calendar quarter, it will be made

available to the parties of this Agreement to ascertain whether there has been an equitable distribution of assignments. Assignments shall be made in the next calendar quarter by making more assignments to those who served or had the opportunity to serve the least number of days of the preceding quarter.

2. Police Captains offered assignments out of their rank may refuse them, but such refusal will be charged as time spent in a higher rank for purposes of determining equitable distribution of assignments.

## ARTICLE XV

### LONGEVITY

A. Payment for longevity shall commence on the anniversary date of the employee. Payment shall begin the following pay period.

B. 1. For all employees hired before January 1, 2013, no matter when promoted to the rank of Captain, the practice governing longevity shall be as follows:

<u>Years of Service</u>	Compensation per Annum In Addition to Fixed Salary Percent of Annual Salary
5 Years	2%
10 Years	4%
15 Years	6%
20 Years	10%

2. For all employees newly hired after January 1, 2013 and subsequently promoted to the rank of Captain, the practice governing longevity shall be as follows:

<u>Years of Service</u>	Compensation per Annum In Addition to Fixed Salary Percent of Annual Salary
5 Years	\$ 2,595.00
10 Years	\$ 5,190.00
15 Years	\$ 7,784.00
20 Years	\$12,974.00

3. All current employees hired before January 1, 2013 shall continue to receive longevity according to the schedule set forth in B(1) of this Article.

4. All City employees hired before January 1, 2013, but promoted after January 1, 2013 will receive longevity pay in accordance with the schedule set forth in B(1) of this Article.

C. The aforesaid additional salary shall be paid in equal bi-weekly installments at the same time as the basic pay.

D. For purposes of calculating the years of service for longevity under this Article, officers hired prior to March 1, 1994 shall be entitled to receive credit for the period of time the officer was employed by the City of Atlantic City in non-police employment which was full-time, year round, continuous, uninterrupted employment. Continuous for the purposes of this Agreement means employment immediately prior to the date of the officer's appointment to the Police Department. Officers hired after March 1, 1994 shall receive credit for years of service only for that period of time the officer was employed by the City of Atlantic City as a police officer. This paragraph is intended to implement a certain "Agreement Between the City of Atlantic City and P.B.A. Local No. 24 to Resolve Grievances on Calculation of Longevity Payment Under Article XV of the Contract" entered in 1993. Pursuant to that agreement, even officers hired prior to March 1, 1994, who would otherwise be entitled to credit for non-police employment who did not file the appropriate claim for such prior credit pursuant to the terms of that agreement will not be entitled to such credit notwithstanding their hiring date.

## ARTICLE XVI

### HOSPITALIZATION INSURANCE

A. The practice governing hospitalization insurance shall be continued as follows except as provided in Section F of this Article:

1. All officers and employees of A.C.P.D., including those awaiting examination certification from the New Jersey Civil Service Commission, shall be entitled to obtain a group plan of Hospitalization and Medical-Surgical Insurance for themselves and their husbands and wives and dependent children under nineteen (19) years of age, unless the dependent is enrolled in an accredited college or university, in which case coverage for said dependents shall be maintained to age twenty-three (23).

2. The complete cost of paying the premiums for the Hospitalization and Medical-Surgical Insurance shall be paid by the City of Atlantic City. Said coverage is more particularly set out in Ordinance No. 6 of 1964, as amended. Effective July 1, 1994, the health insurance coverage will provide for a mandatory second opinion.

3. The Blue Cross and Blue Shield plan will be in the U.C.R. Series.

4. The complete cost of paying the premium for the U.C.R. Series shall be paid by the City of Atlantic City.

B. Effective January 1, 2007, the major medical deductible under the City's self-insured indemnity plan shall be increased to \$150.00 per year for individual coverage, and to \$300.00 per year for family coverage.

C. The City shall also provide the following health benefit coverage through the carrier of its choice.

1. Diagnostic, laboratory, and x-ray benefits, maximum of \$300.00.

2. The Major Medical deductible shall continue to be \$100.00 for individual coverage. Effective July 1, 1994, the deductible for family coverage will increase to \$200.00 per year. The co-insurance limit shall be 80% of the next \$1,500.00.

D. During the term of this agreement, catastrophic health insurance coverage for the unit employees shall be four-hundred thousand dollars (\$400,000.00) per event.

E. Health Insurance for Retirees. All unit employees who retire shall receive health benefits consistent with the retiree health benefits provided to the Deputy Chiefs.

F. The City agrees to continue to provide health benefits under the New Jersey State Health Benefits plan at the City's expense less premium contributions by employees in accordance with Chapter 78, P.L. 2011. The City agrees that the health benefits provider may only be changed if the benefits remain

equal to or better than the existing coverage and the City provides ninety (90) days advance notice to the SOA.

## ARTICLE XVII

### CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

A. All conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the City Charter, Ordinances, and Rules and Regulations of the Police Department of the City. Any and all present benefits which are enjoyed by employees covered by this Agreement, that have not been included in the contract shall be continued.

## ARTICLE XVIII

### EDUCATION AND TRAINING INCENTIVES

A. Advanced training and education achievements are considered an important factor in professional development of the Police Captain.

1. For all employees hired prior to January 1, 2013, achievement in these areas may be considered in the awarding of special assignments and shall be acknowledged with special salary increments based on the following scale:

Upon the completion of fifteen (15) credit hours, the officer shall receive a 2% increment on his/her base salary.

Upon the completion of thirty (30) credit hours, the officer shall receive a 3% increment on his/her base salary.

Upon the completion of forty-five (45) credit hours, the officer shall receive a 4% increment on his/her base salary.

Upon the completion of an Associate Degree or equivalent of sixty-five (65) credit hours, the officer shall receive a 6% increment on his/her base salary.

Upon the completion of one hundred (100) credit hours, the officer shall receive a 7% increment on his/her base salary.

Upon the completion of a Bachelor's Degree or one hundred thirty (130) credits, an officer shall receive a 9% increment on his/her base salary.

For the completion of any graduate degree, the officer shall receive a 10% increment of his/her pay.

For the successful completion of the training program for the K-9 Unit, a 1% increment will be paid.

2. Employees hired prior to January 1, 2013, but not receiving an educational incentive prior to January 1, 2013,

will remain eligible to receive the educational incentive under the schedule set forth in A(1) of this Article.

3. For all employees hired on or after January 1, 2013 and subsequently promoted to the rank of Captain, achievement in these areas may be considered in the awarding of special assignments and shall be acknowledged with special salary increments based on the following scale:

Upon the completion of an Associate's Degree or sixty-four (64) credits in Police Science or related training and incentives, of which fifteen (15) credits must be in professionalism (job related) courses and/or job related training, the officer shall receive a \$2,500.00 additional increment on his base salary.

Upon the completion of a Bachelor's Degree or one hundred twenty-eight (128) credits in Police Science or related training and incentives, of which thirty (30) credits must be in professionalism (job related) courses and/or job related training, the officer shall receive a \$1,000.00 additional increment on his base salary.

Upon the completion of a Master's Degree or one hundred seventy-five (175) credits in Police Science or related training and incentives, of which thirty-six (36) credits must be in professionalism (job related) courses and/or job related training, the officer shall receive a \$1,000.00 additional increment on his base salary.

B. Other specialized training (i.e. seminars, special courses) can be used with college credit hours as a basis for increments. The general guidelines are as follows: total hours spent in these approved special programs will provide credit equal to hours spent in the classroom. The following rates are used:

3 College credits - 40 hours special training

3 College credits - 40 hours class time

3 College credits - 400 hours class time

C. Application for training or education incentives shall be made to the designated personnel officer and review and final approval shall be with the consent of the Personnel Committee.

## ARTICLE XIX

### TERMINAL LEAVE WITH PAY

A. Subject to Paragraph D of this Article, upon retirement the employee shall be entitled to terminal leave up to one and one-half (1½) year with full pay. The terminal leave shall be based upon accumulated sick leave. Payment for terminal leave shall continue based on a regular 40-hour week during this period.

B. Subject to Paragraph D of this Article, terminal leave options made available under this Agreement are as follows:

PLAN "A" - Employees hired prior to January 1, 2013 have the option to remain on payroll until said employee's sick leave has expired.

1. While on terminal leave, said employee shall be entitled to all benefits except paid holidays. The full clothing allowance, as provided in this Agreement, shall be paid to any employee who has worked at least one (1) day in a year in which he goes on terminal leave, is disabled or dies.

2. While on terminal leave, members of the bargaining unit employed by the City shall be entitled to all contractual benefits provided herein.

OR

PLAN "B" - Accumulated sick leave lump sum payment. All employees shall have the option to receive a lump sum payment

compensated at the full rate of pay in effect at the time of employee's retirement. It shall be paid upon retirement; or, at the exclusive option of the employee, over a four (4) year period beginning in the year of retirement. Employees who elect to receive the four (4) year payout shall receive their terminal leave benefit in four (4) equal payments with the last payment made on or before the fourth anniversary date of an employee's retirement. All employees hired on or after January 1, 2013 shall have their accumulated sick leave lump sum payment capped at fifteen thousand (\$15,000.00) dollars. This \$15,000 cap shall not apply to all current Captains hired prior to January 1, 2013 or those employees hired by the City prior to January 1, 2013, but subsequently promoted to the rank of Captain.

C. Employees must provide notice before the City's budget submission date of the year in which they intend to take terminal leave, and shall also furnish proof of intention of retirement.

D. Pursuant to the Arbitration Award of Jack D. Tillem, Esquire, under PERC Docket No. IA-84-125, terminal leave shall be amended to provide for a maximum accumulative time of sixteen (16) months for all employees hired in 1984, for a maximum of fourteen (14) months for those hired in 1985, and a maximum of twelve (12) months for those hired in 1986. Current employees hired before 1984 will not be affected by this change.

1. Effective January 1, 2013, any employee promoted to the rank of Captain after January 1, 2013 but hired before January 1, 2013 shall be entitled to terminal leave up to one (1) year with full pay.

2. All current employees hired prior to January 1, 2013 will continue to receive the Terminal Leave payouts contained in the expired collective bargaining agreement.

**ARTICLE XX**

**PROMOTION PROGRAM**

A. The City agrees to fill by promotion in accordance with Civil Service Rules and Regulations.

## ARTICLE XXI

### PERSONNEL COMMITTEE

A. The parties hereto agree that a Personnel Committee shall be created for the purpose of reviewing the records of Policemen in order to determine:

1. The amount of sick leave for each employee accumulated up to and including the present contract year.
2. Whether or not an employee is eligible for an incentive pay increase as a result of any special training and/or college credits.
3. Whether or not a particular employee is suited for special training available to the members of the Atlantic City Police Department.

B. The members of the Personnel Committee shall be (1) Director of Police, or designate who shall act as a chairman; (2) President of the S.O.A., or his designate; and (3) Rank and File Officer selected by the S.O.A. membership. The Police Personnel Officer or designee shall be an ex-officer, non-voting member of the Committee.

C. A Police Captain shall be appointed personnel officer for the police department.

ARTICLE XXII

COMMAND DIFFERENTIAL

- A. All members of the bargaining unit shall receive a three (3%) percent Command Differential of their base salary.
- B. The differential for employees trained as bomb technicians shall be in the amount of one (1%) percent of their base salary.

## ARTICLE XXIII

### WORK WEEK

A. At no time will the regular defined workweek consist of more than forty (40) hours per week or eight (8) hours per day. Any additional hours will be considered overtime and pay will be at the rate of time and one-half for that time, including, but not limited to, muster pay as provided in the award of the Public Employment Relations Commission, Docket No. AR-82-263 and the Agreement between the parties dated July 23, 1982, which Agreement provides that every employee assigned to a motor vehicle patrol will be compensated time and one-half for twenty (20) minutes for each shift worked.

B. In no event shall an employee have a schedule changed which results in his loss of overtime unless an emergency is declared by the Director of Police in writing.

**ARTICLE XXIV**

**CALL BACK**

A. In the event there is a call back to duty for an emergency, Captains shall receive a minimum of four (4) hours pay at the rate of time and one-half.

## ARTICLE XXV

### OVERTIME

A. Overtime shall consist of all hours worked in excess of the regularly scheduled shift or work performed on a scheduled day off. Overtime shall also consist of any hours worked in excess of forty (40) hours per week or eight (8) hours per day.

B. All Captains covered by this Agreement shall be paid time and one-half for overtime. The City shall give preference for overtime on a mandatory, rotating basis, with exception for vacation, days off, etc.

C. For the purpose of this Agreement, any overtime spent in the County Court at Mays Landing shall be paid at time and one-half hourly rate. And it shall be the continued practice to credit an employee appearing in Mays Landing with one (1) hour travel time in addition to time actually in Court.

D. There shall be paid Court time for Municipal and Juvenile Court appearance at time and one-half hourly rate. There will be a minimum of one (1) hour per day per appearance.

E. Overtime payments shall be made every two (2) weeks. They shall be paid on the payday following the previous pay period.

## ARTICLE XXVI

### ADDITIONAL EMPLOYMENT

A. The parties agree that all Captains of the Atlantic City Police Department who are employed at another job, in addition to their activities as a member of the Atlantic City Police Department, shall comply with all existing regulations thereto and execute moonlighting forms in the presence of the Personnel Officer or designee.

## ARTICLE XXVII

### SICK AND INJURED

A. Officers promoted to Captain after January 1, 2006, shall be entitled to receive fifteen (15) days of sick leave per year which may be accrued with a cap of forty-five (45) days. All Captains appointed prior to January 1, 2006 shall receive fifteen (15) days of sick leave per year capped in accordance with their seniority.

B. 1. Any officer promoted to the rank of Captain after July 1, 2004, will be paid for all his/her accumulated sick leave as a lump sum as of the date the officer is promoted to Captain. The lump sum shall be compensated at the full rate of pay in effect for that officer as a Lieutenant on the date of the officer's promotion to Captain. The full lump sum shall be paid within thirty (30) days of the date the officer is promoted to Captain; or at the exclusive option of the officer, over a four (4) year period beginning with the first payment being made within thirty (30) days of the date the officer is promoted to Captain.

2. A cap of fifteen thousand (\$15,000.00) dollars shall apply to all payments for accumulated sick leave made to employees hired by the City on or after January 1, 2013 and subsequently promoted. Any current employees hired before

January 1, 2013 who are subsequently promoted shall not be limited by this cap.

C. In the event an employee suffers an illness or injury in the line of duty, that is in the course of employment or as a result of his/her employment, he/she shall be compensated at full pay for the period not to exceed one year. Said employee shall be required to present to the City a doctor's certificate to the effect that the illness or injury requires extended convalescence. In such event, said employee shall not have accumulated sick time deducted.

D. In the event the illness or injury is not service connected, said employee shall have his or her injury or illness reviewed by the City for the purpose of determining the injury or illness to be major and thereby render the employee eligible for sick leave compensation in excess of either the yearly one hundred twenty (120) hours or accumulated sick leave which he or she may have exhausted, or if the City determines that the injury or illness requires convalescing, the sick leave shall not exceed one (1) year. In such event, said employee shall not have any accumulated sick time deducted.

E. All excuses and notification of illness shall be submitted to the City for its determination. Ordinary and nonconsecutive sick days after fifteen (15) days in any one year

shall result in a loss of pay unless the employee uses his accumulated sick time.

F. In no event shall any employee not be compensated if he is sick or injured and requires convalescing, notwithstanding the nature of the illness or injury, or whether or not the employee has exhausted his yearly or cumulative sick time.

G. In order for an employee to be eligible for the benefits described in Section 3, he shall be a policeman commencing his forth (4<sup>th</sup>) year of employment.

H. Each year the City or Personnel Officer or designate shall make available to each Captain a current record of sick and injured days taken and the accumulated balance, if any, which record shall be made available to the members with the yearly W-2 statement.

I. In order to prevent and guarantee against the personal abuse of any employee's privilege to paid sick leave, the following administrative procedure will be strictly adhered to:

1. Employees calling off-duty sick will be required to notify the Desk Sergeant one (1) hour prior to his/her tour of duty stating the nature of illness.

2. The Chief or Police or his designee will personally visit the sick or injured employee to ascertain the validity of said employee's illness or injury and file his/her report. If deemed appropriate, the Chief of Police will

discipline employees who are in direct violation of the rules and regulations that govern personal conduct within the Atlantic City Police Department.

3. If the Police Surgeon or employee's family physician deems it necessary for said employee to miss employment for the remainder of that employee's work week, that physician will be required to notify the Office of the Chief of Police with written notification as to the nature of the illness and/or injury including prognosis. Telephone calls will not be accepted.

4. Upon the third (3rd) consecutive sick day (excluding days off), the sick or injured employee will be required to furnish a certificate of illness and/or injury on the first day of return to the Office of Chief of Police.

5. If an illness continues beyond the balance of sick leave an employee has accumulated, the City may make a determination of a chronic illness or injury for purposes of granting extended leave.

6. Any employee found to be falsifying medical documents in his/her favor in violation of this section, or is found to be claiming an illness or injury when in reality he/she is not ill or injured when that person has not exhausted his/her sick leave, that employee shall be disciplined by the Director

of Police under the guidelines as Departmental Hearing may direct.

7. The City will at its discretion undertake a review of abuse of accumulated sick time and take whatever action the City deems appropriate.

8. At all times during the course of an illness or injury to any member under this Agreement, the injured or sick employee shall keep the Office of the Chief of Police advised at least once a week as to that person's physical and/or mental status with supporting data available from that injured or sick employee's attending physician as well as the Police Surgeon.

9. As under previous agreements such as this, the Police Surgeon will likewise be informed as to any employee who calls off duty sick or injured. This encumbrance shall be borne by that employee requesting a change in status because of illness or injury.

ARTICLE XXVIII

VACATIONS

A. The vacation schedule for employees hired before January 1, 2013, no matter when promoted to the rank of Captain, shall be thirty-two (32) days per year.

B. The vacation schedule for employees hired on or after January 1, 2013, and subsequently promoted to the rank of Captain, shall be twenty-five (25) days per year.

PERSONAL DAYS

A. All Captains are entitled to two (2) personal days off, i.e. either two ten (10) hour days or two eight (8) hour days depending on assignment. All vacation, personal days and days off shall be determined by seniority in accordance with the needs of the Department.

B. One (1) day will be carried to the following year if the Chief cannot schedule the desired day off.

## ARTICLE XXX

### DENTAL PRESCRIPTION AND OPTICAL

A. The City shall continue to pay the complete cost of the premium for the prescription, optical and dental plans, as the City did under the prior contract up to July 1, 2004. The parties agree that the level of benefits provided through the dental, prescription and optical plans shall continue at the same level of benefits as existed on April 1, 2004, and shall be maintained throughout this collective negotiations agreement.

B. The plan shall include the following specifications:

1. The co-payment for non-generic drugs shall be \$10 per prescription; and the co-payment for generic drugs shall be \$5 per prescription.

2. One (1) pair of eyeglasses or contact lens per twelve (12) month period. Contact lens benefit to be a maximum of \$150.00. Eye examination coverage provided every twelve months.

3. Orthodontic benefit shall be 75%.

4. Dental and orthodontic coverage maximum shall be \$2,000.00 for the calendar year.

5. Dental coverage for dependents is provided to age 19, unless dependent is enrolled in an accredited college or university, in which case coverage for said dependents may be maintained to age 23.

6. All police officers covered by this contract who retire on or after January 1, 2003, will be entitled to a maximum of four-hundred twenty dollars (\$420) per year for dental and eyeglass costs. The retiree will only be permitted to apply this benefit to the actual costs incurred for dental and eyeglass expenses, including the cost for dental and eyeglass insurance premiums.

7. Prescription Benefits for Retirees. Effective January 1, 2003, and retroactive to that date the City shall continue to provide the same prescription drug insurance plan benefit for the retired officers and their dependents, as provided in this Article for active officers covered by this collective negotiations agreement. This benefit shall apply to all officers in this collective negotiations unit who retire on or after January 1, 2003 and their dependents, including all officers who have already retired since January 1, 2003. Dependents shall be defined as that term is used in Article XVI for the receipt of health benefits for officers while employed by the City. The level of prescription benefits provided to retirees and their dependents, shall be the same level of benefits which were in existence for employees of the City who participated in the prescription drug plan on April 1, 2004, regardless of whether the City changes the prescription insurance provider in which it receives such benefits.

C. Retired officers as used in this Article means officers who have retired from the Atlantic City Police Department with twenty-five (25) years or more of service credit in the New Jersey Police and Firemen's Retirement System ("PFRS"), or any other State administered retirement system, regardless of the actual number of years of service with the City of Atlantic City at the time of retirement, and shall also include any officer who retires from the Atlantic City Police Department on either an ordinary or accidental disability pension as that term is defined under PFRS or other State administered pension system. The City shall take the appropriate action, if any, which shall be necessary to implement the prescription plan benefits in retirement provision of this Article.

The City agrees the benefits provider for Dental Prescription and Optical benefits may only be changed if the benefits remain equal to or better than the existing coverage and the City provides ninety (90) days advance notice to the SOA.

## **ARTICLE XXXI**

### **LEGAL PLAN**

A. Should any representation units employed by the City be awarded or shall they negotiate a prepaid legal plan, then the S.O.A. shall be entitled to have such as well.

## ARTICLE XXXII

### SCHEDULE OF SALARY

A. Effective retroactive to January 1, 2013, the base salary for all bargaining unit members shall be increased by two (2.0%) percent.

B. Effective January 1, 2014, the base salary for all bargaining unit members shall be increased by two (2.0%) percent.

C. Effective January 1, 2015, the base salary for all bargaining unit members shall be increased by one point eighty-eight (1.88%) percent.

D. The existing Captain's salary of \$129,741.04 shall be frozen for all new employees hired by the City on or after January 1, 2013 and subsequently promoted to Captain.

E. All employees hired by the City prior to January 1, 2013, no matter when promoted to the rank of Captain, shall be subject to the pay rate established in Sections A, B, and C of this Article.

ARTICLE XXXIV

POLICE CARS

A. The parties agree that all automobiles purchased or leased for the use by Captains shall be air-conditioned and have rain-gutters.

ARTICLE XXXIV

TRADING TIME

A. Each Captain will be permitted to trade up to a maximum of twelve (12) eight (8) hour shifts or ten (10) ten hour shifts per year with the following provisions:

1. Trading time can only be done between Captains.
2. Payment for trading time must be worked out with a personal agreement between the Captains. The City shall be held harmless and there shall be no additional cost to the City.
3. Trading time will only be permitted with the approval of the Chief of Police.
4. Any exceptions to No. 1 can be made with approval of the Chief or his designee.

**ARTICLE XXXV**

**MOTOR VEHICLE CRASH REVIEW BOARD**

A. The Motor Vehicle Crash Review Board shall be constituted as the City may direct.

ARTICLE XXXVI

S.O.A. PRESIDENT

A. The S.O.A. President will help establish and maintain a good employer/employee relationship in the Department.

B. Office space, if available and practicable, shall be provided for use.

**ARTICLE XXXVII**

**SAVINGS CLAUSE**

A. In the event that any provisions of this Agreement shall be finally determined to be in violation of any applicable law or Civil Service Regulation, such determinations shall not impair the validity and enforceability of the remaining other provisions of this Agreement.

**ARTICLE XXXVIII**

**PROBATION PERIOD**

A. A Captain will serve a probationary period in accordance with the Department of Personnel Rules and Regulations.

## ARTICLE XXXIX

### EXPUNGEMENT

A. When a Police Captain is charged with an offense or crime arising out of or incidental to the performance of his duties and is subsequently acquitted therefrom, the City shall provide for the expungement of said charge and its record.

ARTICLE XL

SHOWER FACILITIES

A. The City shall provide a shower facility for all members of the S.O.A.

**ARTICLE XLII**

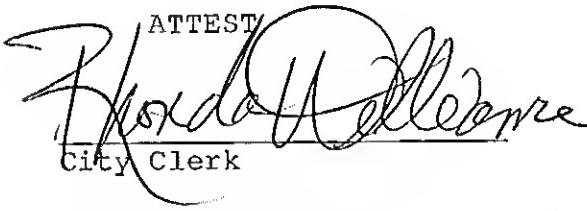
**DURATION**

This Contract shall be in full force and effect from January 1, 2013 until midnight, December 31, 2015.

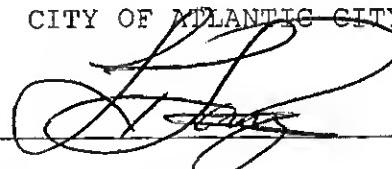
The parties agree negotiations for a successor Agreement modifying, amending or altering the terms and provisions of this Agreement shall commence the first week of September, 2015. In the event no successor Agreement is completed before December 31, 2015, the present Contract will continue in force until such time that a successor contract goes into effect.

IN WITNESS WHEREOF, the undersigned have affixed their signature as the duly authorized legal representatives of the City and the Association on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

  
Brenda Wallace  
City Clerk

CITY OF ATLANTIC CITY

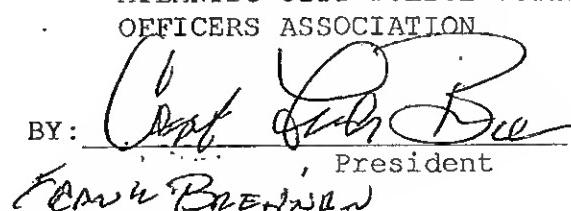
By: 

Signed, Sealed and Delivered  
In the presence of:

ATLANTIC CITY POLICE SUPERIOR  
OFFICERS ASSOCIATION

BY:   
Captain John Bice

, President

  
Kevin Brendan

The within Agreement is approved as to form and execution.

DATED: 10/6/13

BY: 

CITY SOLICITOR

# Resolution of the City of Atlantic City

## No. 718

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

  
City Solicitor /s/ Braun D. Littlefield

  
DPS R. Cash

Business Administrator /s/ Ronald Cash

Prepared by City Solicitor's Office

SMALL &

Council Member TIBBITT presents the following Resolution:

**WHEREAS**, the City of Atlantic City has been involved in collective bargaining with the Atlantic City Police Superior Officers Association., which resulted in Interest Arbitration, Docket No. IA-2013-011; and

**WHEREAS**, an agreement between the parties has been awarded by the Interest Arbitrator;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Atlantic City that the Mayor is hereby authorized to execute and the City Clerk to attest said COLLECTIVE BARGAINING AGREEMENT between the City and the ATLANTIC CITY POLICE SUPERIOR OFFICERS ASSOCIATION, covering the period from JANUARY 1, 2013 through DECEMBER 31, 2015, which agreement reflects the decision of the Interest Arbitrator, Michael J. Pecklers, Esquire, dated March 14, 2013.

September 4, 2013 10:12 AM

DO NOT USE SPACE BELOW THIS LINE

RECORD OF COUNCIL VOTE ON FINAL PASSAGE

COUNCIL MEMBER	AYE	NAY	N.V.	AB.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
DELGADO							MDORE						
GILLIAM	X						RANDOLPH						
MALIK	X						SMALL	X					
MANCUSO	X						TIBBITT	X					
							MARSH, PRESIDENT	X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: SEPTEMBER 11, 2013

  
/s/ Rhonda Williams, City Clerk